

RECORDATION NO. 24016-14 FILED

SEP 27 '10 -10 00 AM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1984)

September 27, 2010

Chief  
Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 "E" Street, S.W.  
Washington, D.C. 20423

Dear Section Chief:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Bill of Sale and Assignment and Assumption Agreement, dated as of June 30, 2009, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Release being filed with the Board under Recordation Number 24016-G.

The names and addresses of the parties to the enclosed document are:

**Seller:** Trinity Rail Leasing Warehouse Trust  
2525 Stemmons Freeway  
Dallas, Texas 75207

**Buyer:** Trinity Industries Leasing Company  
2525 Stemmons Freeway  
Dallas, Texas 75207

Chief, Section of Administration  
September 27, 2010  
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A description of the railroad equipment covered by the enclosed document is:

8 tank cars: TILX 250195, TILX 250202, TILX 250203, TILX 250214, TILX 250216, TILX 250217, TILX 250220 and TILX 250223.

A short summary of the document to appear in the index is:

Bill of Sale and Assignment and Assumption Agreement

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert W. Alvord".

Robert W Alvord

RWA/bhs  
Enclosures

SEP 27 '10 -10 00 AM

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT ~~SURFACE TRANSPORTATION BOARD~~

TRINITY RAIL LEASING WAREHOUSE TRUST (formerly known as Trinity Rail Leasing Trust II), a Delaware statutory trust, as seller (the "Seller"), in consideration of the Purchase Price set forth on Schedule A and other good and valuable consideration given by TRINITY INDUSTRIES LEASING COMPANY, a Delaware corporation, as buyer (the "Buyer"), under the Purchase and Sale Agreement (the "Purchase and Sale Agreement") dated as of March 25, 2009 by and between the Buyer, as buyer and as Servicer, and the Seller, at or before the execution and delivery of these presents, and receipt of which is hereby acknowledged, does hereby (i) grant, bargain, sell, transfer, assign and set over unto the Buyer and its successors and assigns all right, title, and interest of the Seller, in and to (x) certain Railcars set forth on Schedule A and (y) any Leases related thereto set forth on Schedule B and (z) certain other assets set forth on Schedule C and (ii) assign all of its right, title and interest in and to all warranties or representations made or given to the Seller with respect to the Railcars by the manufacturer thereof. The Buyer hereby assumes, and agrees it is unconditionally bound in respect of, as of the date hereof, all duties and obligations of the Seller under the Leases.

To have and to hold all and singular the rights to such Railcars and such Leases to the Buyer and its successors and assigns for their own use and behalf forever.

The Seller hereby warrants to the Buyer and its successors and assigns that, at the time of delivery of such Railcars and the assignment and assumption of such Leases, the Seller has legal and beneficial title thereto and good and lawful right to sell and otherwise convey such Railcars and to assign such Leases, and such Railcars and such Leases are free and clear of all Liens (other than Permitted Liens); provided that the Seller covenants that it will defend forever such title to such Railcars and such Leases against the demands or claims of all Persons whomsoever (including, without limitation, the holders of such Permitted Liens) based on claims arising as a result of, or related or attributable to, acts, events or circumstances occurring prior to the delivery of such Railcars and the assignment of such Leases by the Seller hereunder. Notwithstanding the provisions above and its and the Buyer's intent that the Seller grant, bargain, sell, transfer, assign and set over to the Buyer all right, title and interest of the Seller in such Railcars and such Leases, as a precaution only, in the event of any challenge to this Bill of Sale as being in the nature of an absolute sale or assignment rather than a financing, the Seller hereby also grants the Buyer a security interest in such Railcars and such Leases. Such grant of a security interest does not constitute an admission or acknowledgment that the transactions contemplated by the Purchase and Sale Agreement provide that this Bill of Sale and Assignment Agreement is other than a grant, bargain, sale, transfer, assignment and set over to the Buyer of all right, title and interest of the Seller in such Railcars and such Leases.

Terms used herein with initial capital letters and not otherwise defined shall have the respective meanings given thereto in the Purchase and Sale Agreement.

THIS BILL OF SALE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW BUT EXCLUDING, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER CHOICE OF LAW AND CONFLICTS OF LAW RULES). THIS BILL OF SALE HAS BEEN DELIVERED IN THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Seller and the Buyer have caused this instrument to be executed in its name, by a duly authorized officer on the 30 day of June, 2009.

TRINITY RAIL LEASING WAREHOUSE  
TRUST

By: 

Name: Neil West

Title: Senior Vice President

TRINITY INDUSTRIES LEASING  
COMPANY

By: 

Name: James E. Perry

Title: Vice President, Treasurer and  
Asst Secretary

ACKNOWLEDGMENT

STATE OF Texas )  
COUNTY OF Dallas )

BEFORE ME, a Notary Public of the State and County aforesaid, personally appeared Neil West, who upon oath, acknowledged himself to be the Senior Vice President of TRINITY RAIL LEASING WAREHOUSE TRUST, a Delaware statutory trust, and that he as such officer being authorized to do so, executed the foregoing Bill of Sale and Assignment and Assumption agreement for the purposes therein contained by signing the name of the corporation by himself as such officer of TRINITY RAIL LEASING WAREHOUSE TRUST.

WITNESS my hand and official seal this 29<sup>th</sup> day of June, 2009.

*Danielle Henderson*  
Notary Public

MY COMMISSION EXPIRES: 6/9/2012



ACKNOWLEDGMENT

STATE OF Texas )  
COUNTY OF Dallas )

BEFORE ME, a Notary Public of the State and County aforesaid, personally appeared James E. Perry, who upon oath, acknowledged himself to be Vice President, Treasurer, and Asst Secretary of TRINITY INDUSTRIES LEASING COMPANY, a Delaware corporation, and that he as such officer being authorized to do so, executed the foregoing Bill of Sale and Assignment and Assumption agreement for the purposes therein contained by signing the name of the Delaware corporation by himself as such officer of TRINITY INDUSTRIES LEASING COMPANY.

WITNESS my hand and official seal this 29<sup>th</sup> day of June, 2009.

*Danielle Henderson*  
Notary Public

MY COMMISSION EXPIRES: 6/9/2012



**Schedule A  
to Bill of Sale and Assignment  
and Assumption Agreement**

**RAILCARS; IDENTIFICATION MARKS; RUNNING NUMBERS;  
PURCHASE AMOUNT<sup>1</sup>**

[see attached]

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<sup>1</sup> **Purchase Amount:** The parties consider the Purchase Price confidential and it is omitted from any filing of this Bill of Sale and Assignment and Assumption Agreement with the Surface Transportation Board or the Office of the Registrar General of Canada.

**TRLWT  
Schedule A**

<b>ID</b>	<b>Car Mark</b>	<b>Build Date</b>	<b>Car Type</b>	<b>Rider</b>
1	TILX302653	1/10/2005	Tank	03
2	TILX302654	1/10/2005	Tank	03
3	TILX302655	1/10/2005	Tank	03
4	TILX302656	1/10/2005	Tank	03
5	TILX302657	1/10/2005	Tank	03
6	TILX302658	1/10/2005	Tank	03
7	TILX250214	7/29/1998	Tank	02
8	TILX250217	7/31/1998	Tank	02
9	TILX250220	7/29/1998	Tank	02
10	TILX400710	12/8/2005	Tank	02
11	TILX400711	1/12/2006	Tank	02
12	TILX400712	12/15/2005	Tank	02
13	TILX400713	12/15/2005	Tank	02
14	TILX400714	1/4/2006	Tank	02
15	TILX400715	12/20/2005	Tank	02
16	TILX400716	1/11/2006	Tank	02
17	TILX135320	1/26/1993	Tank	02A
18	TILX135321	1/26/1993	Tank	02A
19	TILX135322	1/29/1993	Tank	02A
20	TILX135323	2/11/1993	Tank	02A
21	TILX135324	2/11/1993	Tank	02A
22	TILX135325	1/26/1993	Tank	02A
23	TILX135326	1/26/1993	Tank	02A
24	TILX135327	1/29/1993	Tank	02A
25	TILX135328	2/11/1993	Tank	02A
26	TILX135329	2/11/1993	Tank	02A
27	TILX135331	1/26/1993	Tank	02A
28	TILX135332	1/26/1993	Tank	02A
29	TILX135333	2/11/1993	Tank	02A
30	TILX135334	2/11/1993	Tank	02A
31	TILX135335	1/29/1993	Tank	02A
32	TILX135336	1/29/1993	Tank	02A
33	TILX135337	2/11/1993	Tank	02A
34	TILX135338	2/11/1993	Tank	02A
35	TILX135339	1/29/1993	Tank	02A
36	TILX250195	9/30/1997	Tank	SCH 10
37	TILX250202	9/30/1997	Tank	SCH 10
38	TILX250203	9/30/1997	Tank	SCH 10
39	TILX250216	7/29/1998	Tank	SCH 10
40	TILX250223	7/29/1998	Tank	SCH 10

**Schedule B  
to Bill of Sale and Assignment  
and Assumption Agreement**

**LEASES**

**[see attached]**



**TRLWT**  
**Schedule B**

<b>ID</b>	<b>Lessee</b>	<b>Rider</b>
1	GAS SUPPLY RESOURCES,LLC	3
2	PARAMOUNT PETROLEUM CORP	2
3	PLAINS MARKETING CANADA LP	2
4	POTASH CORP	2A
5	SHELL CHEMICAL, LP	SCH 10

OTHER TRANSFERRED ASSETS

None

**CERTIFICATION**

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: \_\_\_\_\_

9/27/10



\_\_\_\_\_  
Robert W. Alvord